

EXHIBIT A

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLC WATER COMPANY, LLC, INDIANA
WATER TECHNOLOGY, LLC,
COLEWSTECH, LLC, RCWSTECH 1157,
LLC, ROYAL RESERVOIRS, LLC,
CHAURISHI RETAIL ENTERPRISES, LLC,
KDAWG CRYPTO, LLC, PACIFIC WATER
TECHNOLOGY, LLC, KWANSOO LEE,
DDS, PLLC, KWANSOO LEE, BRIAN CHU,
BRIAN CHU DDS, INC., LARINA CHU,
LAURINA CHU DDS, INC., BRIAN AND
LAURINA CHU DDS, INC., DAVID
SCHROEDER, SARAH SCHROEDER, RON
COLE, KAREN LAVIN, BASANT KUMAR,
DEREN FLESHER, TYLER SADEK, AND
FOUNDERS MOSAIC PARTNERS, LLC,

Plaintiffs,

v.

FIRST FED BANK, FIRST NORTHWEST
BANCORP, NORMAN TONINA, CRAIG
CURTIS, JENNIFER ZACCARDO, CINDY
FINNIE, DANA BEHAR, MATTHEW
DEINES, SHERILYN ANDERSON,
GABRIEL GALANDA, LYNN
TERWOERDS, JOHN DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

RELATED CASES:

No. 24-2-12567-1 SEA

No. 24-2-19871-7 SEA

No. 24-2-10753-3 SEA

No. 24-2-08418-5 SEA

Indiana Water Technology, LLC, BLC Water Company, COLEWSTECH, LLC,
RCWSTECH 1157, LLC, Royal Reservoirs, LLC, Chaurishi Retail Enterprises, LLC, Pacific

1 Water Technology, LLC, Kwansoo Lee, Kwansoo Lee DDS, PLLC, Brian Chu, Larina Chu,
2 Brian Chu DDS, Inc., Larina Chu DDS, Inc., Brian and Larina Chu DDS, Inc., David
3 Schroeder, Sarah Schroeder, Ron Cole, Karen Lavin, and Basant Kumar, by and through their
4 undersigned counsel, John T. Bender of Corr Cronin LLP, and Founders Mosaic Partners,
5 LLC, and Tyler Sadek, by and through their undersigned counsel (collectively, "Plaintiffs"),
6 for their Complaint against Defendants First Fed Bank ("First Fed"), First Northwest
7 Bancorp, Norman Tonina, Craig Curtis, Jennifer Zaccardo, Cindy Finnie, Dana Behar,
8 Matthew Deines, Sherilyn Anderson, Gabriel Galanda, Lynn Toewoerds, and John Does 1-
9 10 ("Defendants"), allege and state as follows:

11 **NATURE OF ACTION**

12 1. This suit arises out of First Fed's violation of its state law duties to Plaintiffs
13 and substantial contribution to sales of unregistered securities.

14 2. First Fed is a Washington state chartered bank with total assets of over \$2
15 billion and a history of engaging in unsafe, unsound, and deceptive business practices.

16 3. Beginning in late 2021, First Fed issued a number of business loans to retail
17 investors who were led to believe that they were investing in both a legitimate franchise
18 opportunity and profitable business that they could use to support themselves and their
19 families. In reality, it was all a lie. Unbeknownst to Plaintiffs at the time, they were induced
20 to borrow money from First Fed to invest under false pretenses and, by doing so, they became
21 the victims of a heartbreaking fraud.

22 4. This case is about First Fed's failures to observe its standard underwriting
23 responsibilities and failures to disclose information that would have been material to
24 Plaintiffs' decisions to transact with First Fed. It is also about First Fed's bad faith that
25 continues to this day, and its ongoing demands that Plaintiffs repay the fraudulently induced

1 loans at all costs. At its core, this case is about a bank that chose to elevate its own financial
2 interests over the interests of its borrowers.

3 5. Plaintiffs have been placed in a position that is simply unconscionable. In the
4 first instance, Plaintiffs were duped into financing the investment with loans from First Fed,
5 who failed to disclose material information and its conflicts of interests. And now, due to
6 First Fed's insistence that Plaintiffs bear the entire economic loss, Plaintiffs face either the
7 loss of their homes or bankruptcy absent protective action by this Court.

8 6. Accordingly, Plaintiffs now bring this action for orders voiding or rescinding
9 their fraudulently induced loan agreements and for any other relief the Court deems just and
10 equitable.

11 **PARTIES**

12 7. Pacific Water Technology LLC is a limited liability company registered in
13 Washington and a borrower-investor. Dr. Kwansoo Lee, a resident of Washington, is the owner
14 of Pacific Water Technology, and was also harmed by Defendants.

15 8. Indiana Water Technology LLC is a limited liability company registered in
16 Indiana and a borrower-investor. David and Sarah Schroeder are married. David Schroeder is
17 the owner of Indiana Water Technology and the Schroeders, residents of Indiana, were also
18 harmed by Defendants.

19 9. BLC Water Company LLC is a limited liability company registered in Nevada
20 and a borrower-investor. Dr. Brian Chu is married to Larina Chu. Brian Chu is the owner of
21 BLC Water Company and the Chus, residents of California, and Brian Chu DDS, Inc., Laurina
22 Chu DDS, Inc., and Brian and Laurina Chu DDS, Inc., California corporations owned by Brian
23 and Laurina Chu, were also harmed by Defendants.

24 10. Kdawg Crypto LLC is a limited liability company registered in Connecticut and
25

1 a borrower-investor. Karen Lavin, a resident of Connecticut, is the owner of Kdawg Crypto and
2 was also harmed by Defendants.

3 11. Chaurishi Retail Enterprises, LLC, is a limited liability company registered in
4 Oregon and a borrower-investor. Basant Kumar, a resident of Oregon, is the owner of Chaurishi
5 Retail Enterprises, LLC, and was also harmed by Defendants.

6 12. RCWSTECH1157 LLC and COLEWSTECH LLC are limited liability
7 companies registered in Illinois and borrower-investors. Dr. Ron Cole, a resident of Illinois, is
8 the owner of RCWSTECH1157 and COLEWSTECH, and was also harmed by Defendants.

9 13. Royal Reservoirs LLC is a limited liability company registered in Oklahoma
10 and an investor. Dr. Deren Flesher, a resident of Oklahoma, is the owner of Royal Reservoirs
11 and was also harmed by Defendants.

12 14. First Fed Bank is a state chartered commercial bank organized in Washington
13 that, upon information and belief, engages in business activities in Snohomish County. Upon
14 information and belief, First Fed Bank is a wholly owned subsidiary of First Northwest
15 Bancorp.

16 15. First Northwest Bancorp is a holding company which, upon information and
17 belief, owns and controls all shares of First Fed Bank and engages in business activities in
18 Snohomish County.

19 16. Upon information and belief, Norman Tonina, Craig Curtis, Jennifer Zaccardo,
20 Cindy Finnie, Dana Behar, Matthew Deines, Sherilyn Anderson, Gabriel Galanda, and Lynn
21 Terwoerds are Washington residents. At present, Tonina, Curtis, Zaccardo, Finnie, Behar,
22 Deines, Anderson, Galanda, and Terwoerds are officers and Governors of First Northwest
23 Bancorp.

24 17. The Defendants listed in Paragraph 16 are referred to collectively herein as the
25

1 “Bank Governor Defendants.”

2 **JURISDICTION AND VENUE**

3 18. This Court has subject matter jurisdiction and venue is appropriate as First Fed
4 engages in business in King County, Washington, and the fraudulently induced agreements that
5 are the subject of this action designate King County, Washington, as a permissible venue for
6 disputes. By bringing this action, however, Plaintiffs are not acquiescing to the subject
7 agreements and do not waive any rights, remedies, or claims applicable to these facts, all of
8 which are expressly reserved.

9 **FACTUAL ALLEGATIONS**

10 **A. First Fed is a Washington state bank that has a history of engaging in unsafe and**
11 **deceptive banking practices.**

12 19. First Fed is a state chartered bank and wholly owned subsidiary of First
13 Northwest Bancorp. According to recent regulatory filings, First Fed and its parent claim over
14 \$2 billion in assets, primarily consisting of receivables from loans to the public.

15 20. First Fed has a history of engaging in unsafe and deceptive banking practices.

16 **B. Plaintiffs were induced to invest with small business loans under false pretenses**
17 **and without knowing the extent of First Fed’s financial interest in Wear’s**
18 **scheme.**

19 21. In late 2021, Plaintiffs were induced to invest in a Washington based company
20 founded by Ryan Wear known as “WaterStation Technology.”

21 22. Plaintiffs learned about the investment opportunity from a variety of sources.
22 They were told that they would be purchasing a franchise to operate Wear’s proprietary
23 machines (“WST 700s”) at revenue-generating locations around the country. They were told
24 that they would receive annual returns ranging from 12% to 20%. They were assured that they
25 would play an active role in the operation of their franchise and that they were investing in a

1 turnkey business with low overhead and positive cash flow that would generate steady revenues.

2 23. Plaintiffs were encouraged to finance the investment with small business loans
3 from First Fed. Plaintiffs were assured that the value of the machines and monthly revenue
4 payments would more than offset their liabilities.

5 24. However, at the time they invested, Plaintiffs did not know that the full extent
6 of First Fed's financial interest in Wear's operations.

7 25. In 2020, First Fed agreed to issue three loans to Wear's alter ego entities for a
8 total of \$28 million.

9 26. As part of the underwriting process for these loans, First Fed obtained
10 substantial financial information from these entities as well as Ryan Wear and his business
11 partner (and father) Richard Wear.

12 27. In parallel to issuing direct loans to Wear, First Fed also entered into a referral
13 agreement with Wear and his companies.

14 28. Under the referral agreement, First Fed agreed to issue high risk loans to
15 Wear's investors and it developed a custom loan program through which to do so.

16 29. Under this custom loan program, First Fed employed a streamlined approval
17 process that gave Wear the appearance of legitimacy. For example, First Fed did not conduct
18 interviews of any of the Plaintiffs.

19 30. According to insider testimony, First Fed's custom loan program contributed
20 substantially to numerous securities sales. *See Appendix A.*

21 31. In addition, First Fed's direct loans to Wear required him to submit audited
22 financials of his business by a certain deadline and, of course, make certain regular payments.

23 32. According to insider testimony, Wear and his companies defaulted on First
24 Fed's direct loans in or about 2022.
25

1 33. After declaring Wear and his entities in default, First Fed acted aggressively
2 to protect its own financial interests at Plaintiffs' expense.

3 34. Among other things, in exchange for forbearance, First Fed obtained deeds of
4 trust on 33 real properties owned and controlled by Wear and his family, which at today's
5 prices are worth over \$100 million.

6 35. Prior to their investments, First Fed did not disclose its role as one of Wear's
7 main lending and depository institutions or the information it alone had access to as a result.

8 36. First Fed did not disclose that it had previously loaned Wear \$28 million, or the
9 conflict of interest this posed.

10 37. First Fed did not disclose that with every loan to Plaintiffs, it was enabling Wear
11 to repay his and his entity's direct loans to First Fed, or the conflict of interest this posed.

12 38. First Fed did not disclose that its loan officers were in near daily text
13 communication with Wear's representatives about approving and processing investor loans. *See*
14 *Appendix B.*

15 39. First Fed also did not disclose that, in the event of insolvency, it would have
16 competing claims with its own borrowers by virtue of its direct loans to Wear, or the conflict
17 of interest this posed.

18 40. Upon information and belief, First Fed did not disclose other material
19 information about Wear's operations and finances that would have been material to Plaintiffs'
20 decision to invest.

21 41. First Fed's failure to disclose prolonged the period before which Plaintiffs'
22 learned of their claims in this action.

23 **C. First Fed engaged in reckless underwriting and other improper loan practices.**

24 42. In addition to failing to disclose information that would have been material to
25

1 Plaintiffs' decision to take out loans, First Fed owed and breached state law duties of care with
2 respect its handling of the loan process before and after closing.

3 43. First Fed held itself out to its customers as "more than a bank" that provided
4 "services and expertise" designed to help "small and mid-size businesses grow and personal
5 customers to achieve their financial goals and dreams."

6 44. First Fed told its customers its mission was to "design and deliver delightful,
7 accessible and effortless financial solutions by empowering our team members to improve the
8 lives of those we serve."

9 45. First Fed told its customers that "[c]ommercial loans have unique
10 considerations" and that it would use its knowledge to offer "custom solutions" for their small
11 business needs.

12 46. First Fed also claimed that it was "accountable" and that it took "responsibility
13 for [its] actions and decisions."

14 47. Plaintiffs reasonably and justifiably relied on First Fed and its team of
15 professionals to guide and support them through the process and to disclose any material
16 information bearing on the transaction.

17 48. As noted, First Fed's loans to Plaintiffs were issued as part of a custom loan
18 program that it developed specifically for Wear's investors.

19 49. On information and belief, First Fed agreed to refer investors to brokers and
20 insurance companies.

21 50. First Fed had superior access to information as well as specialized knowledge
22 and expertise that Plaintiffs relied on in making the decision to invest and sign the subject
23 agreements.

24 51. In addition, Plaintiffs' decision to invest, and do so with a loan, was premised
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1 on the expectation that the loan proceeds would be used to purchase Wear's machines—
2 machines they would then own and that would secure the investment. This was fundamental to
3 the validity and viability of the transaction.

4 52. An integral part of Wear's deception was furnishing fraudulent machine lists to
5 First Fed, which ostensibly contained serial numbers and address locations at which investor
6 machines were located.

7 53. Indeed, a critical part of underwriting any loan from the standpoint of a bank is
8 implementing sufficient controls and safeguards to confirm collateral and root out fraud.

9 54. Because First Fed issued multiple loans to Plaintiffs, it had access to more than
10 one machine list. Each investor was only provided with their own machine list.

11 55. Only First Fed and Wear had access to more than one machine list.

12 56. Had First Fed performed a simple comparison of the machine lists provided by
13 Wear, it would have detected that the machine lists were riddled with duplicate entries.

14 57. Upon comparison the machine lists show significant duplication of both serial
15 numbers and addresses, indicating Wear was, at minimum, selling the same machines to
16 different investors.

17 58. At minimum, this revelation should have triggered a fraud alert and prompted
18 follow up actions to prevent a fraud on the bank and its borrowers. But this did not occur.

19 59. Had First Fed performed a minimum level of due diligence, it would have also
20 discovered that Wear's fraud ran deeper.

21 60. An examination conducted by Plaintiffs has revealed that no more than 10% of
22 the purported machine "locations" actually have machines at that location. In other words,
23 roughly 90% of the machines allegedly sold to investors do not exist at all.

24 61. First Fed's access to machine lists riddled with duplicate or overlapping entries
25

1 put First Fed on notice of the fraud and gave rise to an affirmative duty to disclose to Plaintiffs.

2 62. Among other things alleged herein, in connection with the loan transactions with
3 Plaintiffs, First Fed negligently and recklessly engaged in the following acts and omissions:

- 4 a. First Fed failed to disclose that, by virtue of its direct loans to Wear, it had a
5 conflict of interest with Plaintiffs;
- 6 b. First Fed failed to disclose that, by virtue of its direct lending relationship with
7 Wear, First Fed and Plaintiffs would hold competing claims in the event of
8 insolvency;
- 9 c. First Fed failed to disclose that the machine lists it had been provided were
10 riddled with duplication and repeats;
- 11 d. First Fed knew or should have known that Wear was selling the same machines
12 to multiple investors and/or that the machines did not exist;
- 13 e. First Fed failed to disclose that it was not doing site visits or requiring
14 independent verification of the existence of the machines Wear claimed to be
15 selling;
- 16 f. First Fed failed to disclose that UCC-1 searches revealed substantial duplication
17 between machines ostensibly sold to investors or, alternatively, that it was not
18 performing UCC-1 searches and charged for the service anyway;
- 19 g. First Fed failed to disclose that it was not doing site visits or requiring sufficient
20 independent verification of the existence of the machines that Wear claimed it
21 was selling;
- 22 h. To the extent that Wear's activities ever triggered fraud alerts or other
23 compliance warnings at First Fed, these were never disclosed to Plaintiffs;
- 24 i. First Fed failed to disclose that Wear's companies defaulted on its First Fed
25

1 Street loans, were insolvent, or were otherwise unable to fulfill their financial
2 obligations;

3 j. First Fed failed to disclose that it was acting aggressively to secure its own
4 financial position to the detriment of Plaintiffs;

5 k. First Fed took security interests in collateral it had reason to know had been
6 acquired or intermingled with improperly diverted funds;

7 l. First Fed negligently and recklessly failed to follow prudent lending practices
8 with respect to Plaintiffs' loans;

9 m. First Fed engaged in unfair and deceptive conduct as to Plaintiffs both before
10 and after closing of the loans;

11 n. First Fed failed to verify that funds from the loans to Plaintiffs were used by
12 Wear for the purposes required by the Loans, instead it simply forwarded the
13 loan funds to Wear's operating account; and

14 o. First Fed allowed its commercial lending to become excessively concentrated in
15 loans to Wear and related entities and did not disclose this concentration to
16 Plaintiffs.

17 **D. First Fed profited in more ways than one.**

18 63. In connection with the transactions involving Plaintiffs, First Fed profited from
19 the scheme in several ways.

20 64. Upon information and belief, First Fed received hundreds of thousands, if not
21 millions of dollars in down payments, monthly payments with interest and fees in connection
22 with each loan.

23 65. Some Plaintiffs have been forced to continue making payments on their loans
24 even after the fraud has been exposed out of fear that First Fed would take aggressive legal
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1 action. As First Fed has already brought suit against multiple investors despite the fraud,
2 Plaintiffs' fears were more than justified.

3 66. Upon information and belief, First Fed also profited from Plaintiffs' loans by
4 bundling and selling them on the secondary market.

5 67. Plaintiffs' loans also injected millions of dollars in capital that Wear could use
6 to repay First Fed for the \$28 million it had previously loaned Wear.

7 68. First Fed also benefited from the fact that, in the process of facilitating WST's
8 scheme by providing financing, it harvested documents purporting to convey the bank security
9 interests in Plaintiffs' personal assets, albeit under false pretenses.

10 **E. First Fed substantially contributed to Wear's sales of unregistered securities to**
11 **Plaintiffs.**

12 69. While Plaintiffs' financed investments were disguised to look like the sale of
13 franchise opportunities, the transactions actually constituted sales of unregistered securities. For
14 investors such as Plaintiffs, these unregistered securities were comprised of several legal
15 documents, which included Plaintiffs' loan agreements and related documents with First Fed.

16 70. First Fed played an indispensable role in facilitating the sale of Wear's
17 unregistered securities to Plaintiffs. It provided the liquid capital that was essential for the
18 transaction to take place, and for the expectations of the parties to be met.

19 71. The following table summarizes the amounts of Plaintiffs' securities
20 transactions at issue that were facilitated by First Fed:

21

Investor/Borrower	Date	Amount
Chaurishi Retail Enterprises, LLC	12/13/2021	\$318,750
BLC Water Company, LLC	12/21/2021	\$752,250
Royal Reservoirs, LLC	02/08/2022	\$325,125

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Pacific Water Technology, LLC	12/03/2021	\$2,062,472.21
Kdawg Crypto, LLC	01/06/2022	\$276,750
Indiana Water Technology, LLC	12/14/2021	\$988,125
RCWSTECH1157, LLC, COLE WSTECH, LLC	06/09/2022	\$1,500,000
Founders Mosaic Partners, LLC	09/28/2021	\$1,115,625

F. First Fed has engaged in aggressive and bad faith litigation tactics designed to intimidate and harass Plaintiffs.

72. All loan agreements, personal guaranties and other documents Plaintiffs have been induced to sign related to this matter are void and/or should be rescinded based on the facts stated above.

73. As noted, Plaintiffs have made payments on their fraudulent loans as long as they have been able to – some are current as of today – out of fear that First Fed will foreclose on them and take their personal assets unless they continue paying.

74. First Fed has insisted that Plaintiffs continue making payments under the constant threat of legal action and the loss of their homes and other assets.

75. First Fed has sued multiple investors for failing to make payments and have engaged in other aggressive litigation tactics designed to intimidate and harass.

76. Upon information and belief, First Fed has disclosed confidential borrower information to the counsel of at least one other bank that issued loans to Wear's investors.

77. To gain a tactical advantage over these same Plaintiffs, First Fed, through counsel, violated the automatic stay that was imposed in connection with receivership proceedings originally initiated by First Fed itself.

78. First Fed has also unfairly and deceptively induced represented and

1 unrepresented parties to sign purported absolute and unconditional releases of First Fed without
2 informing them of the language or notifying their counsel. These agreements are void and
3 unenforceable.

4 79. Plaintiffs seek all legal and equitable remedies necessary to bring this nightmare
5 to an end.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **VIOLATIONS OF WASHINGTON CONSUMER PROTECTION ACT**

9 80. Plaintiffs reallege and incorporate all allegations of this Complaint.

10 81. As alleged herein, and under the facts of this case, First Fed has engaged in,
11 and is engaging in unfair or deceptive acts or practices in connection with the business of
12 lending and the sale of investment products in the state of Washington.

13 82. First Fed's unfair or deceptive acts or practices have continued since before
14 the point of sale, to this very day.

15 83. First Fed's unfair or deceptive acts or practices occurred in trade or commerce
16 and affect the public interest.

17 84. First Fed's dealings with Plaintiffs since the Ponzi scheme has come to light
18 have also been unfair and deceptive. First Fed has unfairly and deceptively induced
19 represented and unrepresented parties to sign agreements with fine print releasing First Fed
20 from all claims without notice to the other party's counsel.

21 85. First Fed's collection and litigation activity has been unfair and deceptive.

22 86. Plaintiffs have been injured in their business and property, as First Fed
23 accepted investor funds – down payments, interest, and other fees – both before and after
24 closing, and have failed to return these funds or otherwise deal with them in a fair and honest
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1 manner after the subject transactions were executed.

2 87. First Fed's unfair or deceptive acts or practices are ongoing and are a proximate
3 cause of Plaintiffs' injuries.

4 88. Plaintiffs have been damaged in an amount to be proven at trial. Plaintiffs are
5 entitled to all remedies available under Washington law, including treble damages, attorney's
6 fees, equitable relief, constructive trust, and general and emotional distress damages.

7 89. As noted, the Declaratory Relief Plaintiffs seek only declaratory and/or
8 injunctive relief that their agreements are rescinded.

9 **SECOND CAUSE OF ACTION**

10 **NEGLIGENCE**

11 90. Plaintiffs reallege and incorporate all allegations of this Complaint.

12 91. As alleged herein, and under the facts of this case, First Fed owed duties to
13 Plaintiffs under Washington state law that it negligently and recklessly breached.

14 92. First Fed's duties under state law included, without limitation, duties to
15 exercise reasonable care in all phases of the loan process including loan underwriting and to
16 exercise reasonable care to disclose matters Plaintiffs were entitled to know and/or matters
17 First Fed knew were necessary to make partial or ambiguous statements not misleading.

18 93. As alleged herein, First Fed breached their state law duties to Plaintiffs
19 proximately causing them harm.

20 94. Plaintiffs have been damaged in an amount to be proven at trial.

21 **THIRD CAUSE OF ACTION**

22 **BREACH OF FIDUCIARY DUTY**

23 95. Plaintiffs reallege and incorporate all allegations of this Complaint.

24 96. As alleged herein, and under the facts of this case, First Fed assumed fiduciary,
25

1 quasi-fiduciary and/or other heightened extra-contractual common law duties under
2 Washington state law to Plaintiffs.

3 97. Special circumstances permeated First Fed's relationship with Plaintiffs. First
4 Fed had superior access to information and superior knowledge and expertise that Plaintiffs
5 relied upon in choosing to invest.

6 98. Plaintiffs reasonably and justifiably relied on First Fed to guide them through
7 the loan process and to disclose any material information bearing on the transaction.

8 99. First Fed breached these state law duties causing Plaintiffs harm.

9 100. Plaintiffs have been damaged in an amount to be proven at trial. Plaintiffs are
10 entitled to all remedies under Washington law on account of First Fed's breach of fiduciary
11 or heightened duties.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATIONS OF CHAPTER 21.20 RCW**

14 101. Plaintiffs reallege and incorporate all allegations of this Complaint.

15 102. As alleged herein, and under the facts of this case, transactions Plaintiffs were
16 induced to enter into with Wear and First Fed were unregistered securities transactions under
17 Washington law.

18 103. First Fed is liable as a seller of unregistered securities under RCW 21.20 in
19 that that it was a substantial contributor to the sale of unregistered securities.

20 104. First Fed played a necessary and material role in the consummation of the
21 transactions with Wear. But for the funds supplied by First Fed, the transactions would never
22 have occurred in the first place.

23 105. Plaintiffs are entitled to all rights and remedies provided by Washington law
24 and RCW 21.20, including, without limitation, rescission and recessionary damages such as
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1 down payments, monthly payments, interest and fees, together with prejudgment interest,
2 costs, and reasonable attorneys' fees.

3 106. To the extent required, Plaintiffs hereby tender back to First Fed all securities
4 purchased.

5 107. Furthermore, the Bank Governor Defendants are liable as officers, directors
6 and control persons pursuant to RCW 21.20.430. They are jointly and severally liable for the
7 damages caused by First Fed's violations of RCW 21.20 in an amount to be proven at trial.

8 **FIFTH CAUSE OF ACTION**

9 **COMMON LAW MISREPRESENTATION / DUTIES OF DISCLOSURE**

10 108. Plaintiffs reallege and incorporate all allegations of this Complaint.

11 109. As alleged herein, and under the facts of this case, First Fed is also liable to
12 Plaintiffs under the law of misrepresentation.

13 110. First Fed owed Plaintiffs state law duties to disclose material information by
14 virtue of (a) fiduciary, quasi-fiduciary, or heightened duties, (b) First Fed's knowledge of
15 facts which were peculiarly within the knowledge of First Fed and not readily obtainable by
16 Plaintiffs, (c) particular Plaintiffs lack of relevant business experience, (d) Plaintiffs' reliance
17 on First Fed's specialized knowledge and experience, and/or (e) other state statutory or legal
18 duty.

19 111. First Fed's failure to disclose proximately caused Plaintiffs' damages in an
20 amount to be proven respectively at trial. Plaintiffs are entitled to all legal and equitable
21 remedies available under Washington law including without limitation damages in an amount
22 to be proven at trial.

23 **SIXTH CAUSE OF ACTION**

24 **DECLARATORY AND INJUNCTIVE RELIEF**

112. Plaintiffs reallege and incorporate all allegations of this Complaint.

113. Plaintiffs seek declaratory relief from the Court finding that the loan agreements, personal guaranties and other security instrument that Plaintiffs were induced to sign are void and unenforceable against them.

114. Plaintiffs injunctive relief against First Fed precluding First Fed from forcing the subject agreements against them.

SEVENTH CAUSE OF ACTION

IN THE ALTERNATIVE

CLAIMS UNDER FOREIGN STATE LAW

115. Plaintiffs reallege and incorporate all allegations of this Complaint.

116. Plaintiffs reserve the right to assert any and all claims under the laws of the following states insofar as they are deemed applicable: Oregon, California, Connecticut, Florida, Illinois, Indiana Florida, Michigan.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests that the Court award the following relief:

1. For orders conforming Plaintiffs' claims to the evidence developed in discovery and presented at trial under state law;

2. For any and all legal or equitable remedies available under state law;

3. For awards of damages and equitable relief available under state law against First Fed in an amount and of a nature to be determined at trial;

4. For awards of all remedies available under RCW 21.20 and/or RCW 19.86;

5. For prejudgment interest on any portion of the damages award that is for a liquidated amount;

6. For injunctive and declaratory relief as requested herein or otherwise supported by the evidence under state law;

7. For alter ego liability and piercing the corporate veil as applicable;

8. For joint and several liability under applicable law;

9. For an award of attorneys' fees and costs incurred in this action;

10. Civil penalties under state law;

11. Damages for emotional distress, mental anguish, and any other general damages;

12. Punitive and treble damages;

13. Any and all remedies available to Plaintiffs under applicable foreign state law;

14. Leave to amend to add additional claims and Defendants based on further discovery; and

15. For such other and further relief as the Court deems just, equitable, or warranted by law.

DATED this 6st day of September, 2024.

CORR CRONIN LLP

s/John T. Bender

John T. Bender, WSBA No. 49658

CORR CRONIN LLP

1015 Second Avenue, Floor 10

Seattle, WA 98104-1001

Telephone: 206-625-8600

Email: jbender@corrchronin.com,

Jack M. Lovejoy

CORR CRONIN LLP

1015 Second Avenue, Floor 10

Seattle, WA 98104-1001

1 Telephone: 206-625-8600
2 Email: jlovejoy@corrchronin.com

3 *Counsel for Plaintiffs Indiana Water*
4 *Technology, LLC, BLC Water Company,*
5 *COLEWSTECH, LLC, RCWSTECH 1157,*
6 *LLC, Royal Reservoirs, LLC, Chaurishi*
7 *Retail Enterprises, LLC, Pacific Water*
8 *Technology, LLC, Kwansoo Lee, Brian*
9 *Chu, Larina Chu, David Schroeder, Sarah*
10 *Schroeder, Ron Cole, Karen Lavin, and*
11 *Basant Kumar*

12 MIX SANDERS THOMPSON, PLLC

13 s/Michael K. Rhodes
14 Michael K Rhodes, WSBA No. 41911
15 Mix Sanders Thompson, PLLC
16 1601 5th Ave., Ste. 1800
17 Seattle, WA 98101
18 Phone: 206-678-1000
19 Fax: 888-521-5980

20 MERCHO STRZYNSKI LLP
21 Tarek E. Mercho (*Pro Hac Vice*
22 *Forthcoming*)
23 8935 N. Meridian St., Suite 112
24 Indianapolis, IN 46260
25 317-722-0607
tk@msfirm.law

Counsel for Plaintiffs Mosaic Capital
Partners and Tyler Sadek

APPENDIX A

ØŠÖÖ
GEG ÁCŬĀÍ ĄKGÁÚT
SŲŌĀUWŲVY
ŮMŪÒŮŰĀŮWŮVĀŎŠÖÜS
ØZŠÖÖ
ÔŬĀKĠ ĘĞĚ I Fİ İ ÀŬœ

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

FIRST FED BANK, a Washington state bank
corporation,

Plaintiff,

VS.

IDEAL PROPERTY INVESTMENTS, LLC, a
Washington limited liability company;
Defendant.

No. 24-2-08418-5 SEA

JUNE 28, 2024 DECLARATION OF KEVIN
NOONEY

SUBMITTED IN SUPPORT OF PACIFIC
PARTIES' RESPONSE TO RECEIVER'S
MOTION FOR INSTRUCTIONS

JUNE 28, 2024 DECLARATION OF KEVIN NOONEY – 1

CORR CRONIN LLP
1015 Second Avenue, Floor 10
Seattle, Washington 98104-1001
Tel (206) 625-8600
Fax (206) 625-0900

STATE OF WASHINGTON
SNOHOMISH COUNTY SUPERIOR COURT

PACIFIC WATER TECHNOLOGY, LLC, et
al.,

Plaintiffs,

v.

RYAN WEAR, et al.,

Defendants.

No. 24-2-02887-31

JUNE 28, 2024 DECLARATION OF KEVIN
NOONEY

I, Kevin Nooney, declare as follows:

1. I am over the age of 18 and have personal knowledge of the matters set forth in this
Declaration. I am competent to testify to these matters and would do so if called upon.

2. I have worked for Creative Technologies full time for 4 years.

3. My position is Investment Relations & Internal Finance.

4. As Investment Relations & Internal Finance, my duties included securing financing for
property purchases and for company growth, including working capital and equipment
loans.

5. Prior to working for Creative, I worked in the banking industry for over twenty years as a
commercial loan officer. In or about 1987, I joined Interwest Bank in Marysville,
Washington, as a commercial real estate loan officer. In 1998, I took a position at Colonial

1 Bank Group as commercial loan officer in Bellevue, Washington. In 2000, I took a position
2 as a commercial loan officer for Redmond National Bank, in Redmond, Washington. In
3 approximately 2003, Redmond National was acquired by Venture Bank, which was based
4 in Lacey, Washington. I became the Senior Vice President of Lending for the King County
5 Division of Venture Bank.

6 6. Larry Houk and I met in approximately 1991 through various banking colleagues. In 2005,
7 Houk, then the President of Bank of Washington, hired me as the Senior Lending Officer
8 for the Bank of Washington.

9 7. In 2010, I opened my own consulting company, primarily helping builders work through
10 their real estate lending challenges with local banks. I believe it was around 2012 or later
11 Houk left the Bank of Washington and formed his own company, Northwest Financial
12 Services, through which he was offering loan broker services to the public.

13 8. In or about 2016, I joined First Citizens Bank as a Vice President of Commercial Banking.
14 In or about 2018, I joined Plaza Bank as a Vice President of Commercial Lending. Plaza
15 Bank was acquired shortly after by United Business Bank. Then, in or about 2019, I
16 temporarily joined Harbor Stone Credit Union as a Vice President of Commercial Lending.

17 9. In March 2020, I started working for Ryan Wear and Creative Technologies. In my role for
18 Creative, we engaged Houk to assist Creative and affiliates in obtaining financing, including
19 a \$21.5 million direct business loan from First Fed Bank to Creative through the Federal
20 Reserve's Main Street Lending Program (the "Main Street Loan").

21 10. Houk had a relationship with First Fed Bank, specifically, Kasi O'Leary, First Fed's Vice
22 President of Commercial Lending. First Fed was doing Main Street Loans. As part of the
23 application and underwriting process, we provided substantial financial information for
24 Creative, Summit Management, WaterStation Management, and Ryan Wear and his
25 father, Richard Wear. First Fed ultimately approved us for several loans through the Main
26 Street Program, including \$21.5 million for Creative, \$4 million for WaterStation
27 Management, and \$2.5 million for Summit Ventures.

- 1 11. To the best of my knowledge, the \$2.5 million to Summit Ventures was used to acquire
2 other vending companies, the \$4 million to WaterStation Management was used for
3 equipment purchases, and the Creative loan were used to acquire other manufacturing
4 assets and potentially other real estate assets.
- 5 12. Additionally, in or about February 2021, First Fed agreed to create an equipment lending
6 program for prospective customers of Creative. In particular, Creative agreed to refer
7 potential WaterStation customers to First Fed for financing their sale transactions. First
8 Fed did not make a specific monetary allocation for this program, but agreed to review
9 customer applications case by case according to First Fed's custom loan policy. Previously,
10 we had trouble finding a lender whose conditions we could satisfy completely for a program
11 like this. As a result, First Fed became a key partner whose assistance contributed
12 substantially to many equipment sale transactions to customers.
- 13 13. Houk was the broker on the subsequent equipment loans to customers and I understand
14 that as the loan broker he received commissions for these loans.
- 15 14. Under the terms of Creative's Main Street Loan, my understanding is that interest only
16 payments were required for the first three years, with annual principal pay to follow; I also
17 understand that by sometime in 2022 Creative was required to provide audited financials.
18 I understand that Creative ultimately failed to deliver the required audited financials on
19 time.
- 20 15. As a result, by early 2023, First Fed held Creative in default of the Main Street Loan. I
21 understand that this action forced Creative into negotiations with First Fed to avoid
22 consequences as a result of the default. The Main Street Loan was initially guaranteed by
23 Ryan Wear and Creative. However, in exchange for forbearance of the Main Street Loan,
24 Creative entered into a series of new credit agreements and workout terms with First Fed.
- 25 16. Among these new agreements, First Fed required Creative and several real estate holding
26 companies organized by Wear, including Ideal Property Investments LLC ("Ideal"), to
27 grant First Fed deeds of trust against at least 20 properties if not more, many of which were

1 held by Ideal and were purchased with funds provided by Creative as referenced in my
2 earlier declaration.

3 17. Creative had a similarly close partnership with UniBank that preceded the partnership with
4 First Fed. I had long-standing personal relationships with UniBank loan officer Wan Kim
5 and Chief Credit Officer Sunny Kim. I knew Sunny Kim from my time working at other
6 banks. I knew Wan through the industry. We provided them with substantial financial
7 information prior to referring dozens of customers to UniBank. I understand UniBank
8 made a substantial number of loans to Creative customers, similarly, like First Fed,
9 substantially contributing to these sale transactions. Wan Kim himself was an investor and
10 I understand he was reimbursed by Creative in 2022. Houk also served as the broker for
11 these loans which I understand he received commission from the bank.

12 18. I declare under penalty of perjury of the laws of the state of Washington that the foregoing
13 is true and correct.

14 ///

15 ///

16 Signed this 28 th day of June in Seattle, Washington.

17
18 By: 

19 Kevin Nooney
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APPENDIX B

From	To	Participants Timestamps	Body
+13604606393 ██████	+14259222889 ██████)	+14259222889 ██████ (owner) - Read: 5/2/2022 1:03:39 PM(UTC-7)	Funded on Friday late, sorry I don't get notice earlier
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████	Can we get ██████ funded today. I believe called you on this. First Fed has had the insurance since the 28th of April.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/17/2022 1:58:36 PM(UTC-7)	We are short handed in Doc Prep this week but we are working on Them today. Hope to have them soon.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/17/2022 3:07:56 PM(UTC-7)	Thanks. Please let me know when they are sent
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/18/2022 9:55:30 AM(UTC-7)	Please let me know when the documents are sent and thank you again
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 11:13:22 AM(UTC-7)	Will do! Just asked for another Status update this morning.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/18/2022 11:28:49 AM(UTC-7)	Please get this out today. It very important for cash flow
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 12:08:53 PM(UTC-7)	Ok. Doing my best to get these asap!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/18/2022 1:11:17 PM(UTC-7)	Any word on this yet?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 1:45:44 PM(UTC-7)	We are very close. Doc review just finished
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/18/2022 1:46:21 PM(UTC-7)	Awsome. Appreciate the update
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 2:48:38 PM(UTC-7)	Docs are out for signature! I just signed my part.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 2:48:38 PM(UTC-7)	As long as he gets in and signs asap we are prepared to fund today.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/18/2022 2:48:38 PM(UTC-7)	Docs are signed! Working to fund asap. Will be today. Thanks!
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/19/2022 6:33:43 AM(UTC-7)	We've funded. Thanks!

From	To	Participants Timestamps	Body
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/19/2022 6:33:51 AM(UTC-7)	Thank you
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/19/2022 10:27:54 AM(UTC-7)	You're welcome! Hope to have more closing very soon.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/27/2022 1:36:39 PM(UTC-7)	Kasi. Any update on ██████? Have a great Memorial Day weekend
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/27/2022 1:38:21 PM(UTC-7)	Hi ██████, we are working on it. Won't be able to find today, hopefully Tuesday. Thanks and you too!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/27/2022 2:09:55 PM(UTC-7)	Thanks
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/31/2022 9:14:12 AM(UTC-7)	██████ i. Hope you had a great long weekend. Just checking on the Status of ██████ closing?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/31/2022 9:15:15 AM(UTC-7)	Morning, you too! I actually just forwarded you an email. Doc prep caught something in his formation documents that ██████ needs to address. Shouldn't take long if he gets it to us right away.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/31/2022 3:12:48 PM(UTC-7)	Looks Like ██████ got that back to you earlier. Thanks for keeping me updated
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/31/2022 4:19:37 PM(UTC-7)	No problem! I keep checking in with docs too.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:5/31/2022 6:15:51 PM(UTC-7)	Any update?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 5/31/2022 6:24:01 PM(UTC-7)	Sorry, not yet.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 8:55:22 AM(UTC-7)	Good Morning, docs went out for review this morning. Just need to make a couple corrections and they should be out for signatures later this morning. As long as he signs by this afternoon we should be able to find today.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 8:55:22 AM(UTC-7)	Fund, not sure why my phone does that!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 8:56:33 AM(UTC-7)	Thanks For keeping me updated.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 10:34:24 AM(UTC-7)	NP, docs are out. I just signed. :)
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 10:36:18 AM(UTC-7)	Sounds awesome. Does that mean it's Funded and closed. We really appreciate it. Should wrap up ██████ today too

██████ / First Fed Text Messages

From	To	Participants Timestamps	Body
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 11:11:18 AM(UTC-7)	Just waiting on signatures. I will let you know when we fund. Thx!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 2:04:39 PM(UTC-7)	██████ i. Just landed and catching my next flight on the run. Did ██████ get that signed?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 2:23:51 PM(UTC-7)	Checking in now.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 2:23:56 PM(UTC-7)	Thanks
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 3:29:52 PM(UTC-7)	██████ signed, just waiting for ██████ to sign
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 3:29:52 PM(UTC-7)	All signed and Approved for funding. I will text you as soon as funds are transferred.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 3:30:08 PM(UTC-7)	Thanks.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/1/2022 4:56:02 PM(UTC-7)	We have funded. Thanks!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 4:56:25 PM(UTC-7)	Great and awesome.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/1/2022 4:56:59 PM(UTC-7)	Thanks again. I just landed in Houston
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/2/2022 3:19:20 PM(UTC-7)	Hey, just wondering. Will you be in town for our meeting tomorrow?
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered:6/9/2022 2:35:16 PM(UTC-7)	██████ i. I talked to ██████ and he will find the account tomorrow morning. Can you send the documents tomorrow morning for him to sign. Let me know
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/9/2022 2:36:08 PM(UTC-7)	Ok I will ask. Funding would still depend on insurance. But I'll check on status
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/9/2022 3:13:11 PM(UTC-7)	We are close. Will do our best to get docs out tomorrow. Just can't fund until insurance and deposit are received. Thx!
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 6/10/2022 1:52:58 PM(UTC-7)	██████ will call. Can you send me ██████ phone number? All I have is his email.

██████ / First Fed Text Messages

From	To	Participants Timestamps	Body
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:6/10/2022 1:54:25 PM(UTC-7)	██████ here you go
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 6/10/2022 3:38:47 PM(UTC-7)	Thx!
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:6/29/2022 4:48:01 PM(UTC-7)	Can I call you later?
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:6/29/2022 4:48:37 PM(UTC-7)	██████ i. I can call you in 10 minutes?
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 6/29/2022 4:52:51 PM(UTC-7)	Sure! No problem. Just left you a voicemail too.
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/7/2022 2:22:56 PM(UTC-7)	██████. Just want to see if we can speed up getting the Docs out to ████████. Let me know if you can help on that
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 7/7/2022 2:23:49 PM(UTC-7)	We are going as fast as possible. But I will see what we can don thx.
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/7/2022 2:24:07 PM(UTC-7)	Thank you
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/8/2022 10:11:52 AM(UTC-7)	██████ Hope your Friday is going well. Just checking on ████████ and his progress
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 7/8/2022 10:38:42 AM(UTC-7)	Docs are out for internal review shouldn't be long.
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/8/2022 10:39:06 AM(UTC-7)	Thank you and awesome as always.
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 7/8/2022 11:28:58 AM(UTC-7)	We can have him sign as early as this afternoon but he hasn't funded account with down payment yet. Will probably fund on Monday assuming we get funds asap.
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/8/2022 11:29:53 AM(UTC-7)	He said he was funding that on Thursday. You might have ████████ call him on that. Thanks for all your help
+13604606393 ████████	+14259222889 ████████ (owner)	+14259222889 ████████ (owner) - Read: 7/8/2022 11:30:07 AM(UTC-7)	We have reached out. Thx!
+14259222889 ████████	+13604606393 ████████	+13604606393 ████████ - Delivered:7/8/2022 11:31:00 AM(UTC-7)	I thought he was using his equipment that we bought back as his down payment?

From	To	Participants Timestamps	Body
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/8/2022 11:31:29 AM(UTC-7)	There are still fees to pay, etc.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/8/2022 11:31:45 AM(UTC-7)	Gotcha.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/11/2022 3:59:38 PM(UTC-7)	██████ just went in to initiate his wire today. He said we should get it tomorrow. ☐
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/11/2022 4:16:22 PM(UTC-7)	Thank you. We are now getting everything for Nova Springs. Should have that to you tomorrow too
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/11/2022 4:24:57 PM(UTC-7)	Liked "Thank you. We are now getting everything for Nova Springs. Should have that to you tomorrow too"
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/11/2022 4:24:57 PM(UTC-7)	I'm also working on ██████. His CPA had some concerns we are working to address. I may need to call you tomorrow with some questions.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/12/2022 9:28:38 AM(UTC-7)	Funds received we should be finding ██████ today.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/12/2022 9:28:38 AM(UTC-7)	*funding
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/12/2022 9:29:27 AM(UTC-7)	My thumbs do the same thing. Thank you. Let me know and call my on that question you had
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/12/2022 12:17:31 PM(UTC-7)	██████. Any word on ██████?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/12/2022 1:13:43 PM(UTC-7)	Reviewed and approved for funding. Just waiting for loan servicing to let me know it's been funded. Will probably hear from them after lunchtime.
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/12/2022 3:09:19 PM(UTC-7)	Did they get it funded?
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/12/2022 4:46:36 PM(UTC-7)	Yes we are funded. Thx!
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/12/2022 4:46:47 PM(UTC-7)	Great and thanks
+14259222889 ██████	+13604606393 ██████	+13604606393 ██████ - Delivered: 7/27/2022 10:17:45 AM(UTC-7)	██████ How is Nova Springs coming? I hear they are ready to fund.
+13604606393 ██████	+14259222889 ██████ (owner)	+14259222889 ██████ (owner) - Read: 7/27/2022 10:18:36 AM(UTC-7)	Still waiting for down payment. I'll follow up now.

From	To	Participants Timestamps	Body
+14259222889	+13604606393	+13604606393 - Delivered:7/27/2022 10:20:04 AM(UTC-7)	Thanks. I have a question for you too. Do you have time for a call today?
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/27/2022 10:20:24 AM(UTC-7)	Yes. How about 11am?
+14259222889	+13604606393	+13604606393 - Delivered:7/27/2022 10:20:39 AM(UTC-7)	That can work
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/27/2022 11:04:52 AM(UTC-7)	Call my cell whenever your free. I'm actually available until about 1
+14259222889	+13604606393	+13604606393 - Delivered:7/27/2022 11:13:32 AM(UTC-7)	Call you right back
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/27/2022 3:57:04 PM(UTC-7)	Nova springs forgot how much to send, we resent them the amount needed today. They said they plan to have it to us by Friday.
+14259222889	+13604606393	+13604606393 - Delivered:7/28/2022 11:15:59 AM(UTC-7)	Any word from Jeremy in the deposits! I'm will seeing today and will make sure he does that. Nova Springs will be funding on Friday?
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/28/2022 12:11:08 PM(UTC-7)	I will check. Still don't have customer funds or insurance
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/28/2022 12:11:08 PM(UTC-7)	And thanks!
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 7/28/2022 12:11:08 PM(UTC-7)	We will have docs ready today, just need the rest so we can close.
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 8/30/2022 9:41:29 AM(UTC-7)	Hi , sorry I missed you I'm going to forward your request for the release to . Call me anytime about water station finance. Thx!
+14259222889	+13604606393	+13604606393 - Delivered:8/30/2022 2:19:24 PM(UTC-7)	Please call me when you get a chance.
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 8/30/2022 2:24:45 PM(UTC-7)	Just tried to call you back again. Went straight to voicemail
+14259222889	+13604606393	+13604606393 - Delivered:9/2/2022 8:48:47 AM(UTC-7)	Can I call you back in 30 minutes?
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 9/2/2022 9:09:12 AM(UTC-7)	Sure
+14259222889	+13604606393	+13604606393 - Delivered:9/2/2022 9:56:29 AM(UTC-7)	I can call you in 5 minutes

From	To	Participants Timestamps	Body
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 9/2/2022 10:05:17 AM(UTC-7)	Sorry, not sure what happened there I saw you called me back but it wouldn't let me pick it up. I'm available for about the next 25 minutes and then I'm going to be tied up for a few hours
+14259222889	+13604606393	+13604606393 - Delivered:10/26/2022 10:44:19 AM(UTC-7)	i. Can you send me a copy of the Kent appraisal. Thanks
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 10/26/2022 10:56:29 AM(UTC-7)	Yes I will get that to you today.
+14259222889	+13604606393	+13604606393 - Delivered:10/26/2022 10:56:37 AM(UTC-7)	Thank you.
+14259222889	+13604606393	+13604606393 - Delivered:3/23/2023 1:45:03 PM(UTC-7)	Can I call you later?
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 3/23/2023 1:45:31 PM(UTC-7)	Yes. I have a call from 3-4 but otherwise I'm available
+14259222889	+13604606393	+13604606393 - Delivered:3/23/2023 1:45:31 PM(UTC-7)	All you in 15 minutes
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 3/23/2023 1:45:37 PM(UTC-7)	Liked " All you in 15 minutes"
+14259222889	+13604606393	+13604606393 - Delivered:4/27/2023 11:12:21 AM(UTC-7)	I sent a email regarding payoffs earlier. I hope you can reduce the prepayment fee on these loans. I will send you email so you can send it to him after I review them.
+14259222889	+13604606393	+13604606393 - Delivered:4/27/2023 11:12:52 AM(UTC-7)	He is the Lender in the RE loans
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 4/27/2023 2:17:51 PM(UTC-7)	OK, I will see what I can do. Thanks.
+14259222889	+13604606393	+13604606393 - Delivered:9/7/2023 4:32:17 PM(UTC-7)	Can I call you later?
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 9/7/2023 4:46:13 PM(UTC-7)	Yes. Thx
+14259222889	+13604606393	+13604606393 - Delivered:9/15/2023 10:10:40 AM(UTC-7); Read: 9/15/2023 11:02:36 AM(UTC-7)	Great talking to you yesterday. Just checking on when you could get that info I requested to me? Hope you have a good weekend too
+13604606393	+14259222889 (owner)	+14259222889 (owner) - Read: 12/21/2023 10:10:20 AM(UTC-8)	Sorry, I can't talk right now.
+14259222889	+13604606393	+13604606393 - Delivered:12/21/2023 10:10:41 AM(UTC-8)	i. Can you give me a call. Thanks

From	To	Participants Timestamps	Body
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 Kevin Nooney (owner) - Read: 12/21/2023 10:24:59 AM(UTC-8)	I'm sorry I can't. I'm away this week. If you have something urgent please call [REDACTED].
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 12/21/2023 10:24:59 AM(UTC-8)	
+14259222889 [REDACTED]	+13604606393 [REDACTED]	+13604606393 [REDACTED] - Delivered:12/21/2023 11:02:36 AM(UTC-8)	If you could give [REDACTED] a quick call that would be great.
+14259222889 [REDACTED]	+13604606393 [REDACTED]	+13604606393 [REDACTED] - Delivered:12/21/2023 11:02:49 AM(UTC-8)	[REDACTED] is on Vacation too
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 12/21/2023 11:31:02 AM(UTC-8)	I really can't talk today. I'm busy with my family. [REDACTED] has [REDACTED] number. He is in charge, best to talk to him.
+14259222889 [REDACTED]	+13604606393 [REDACTED]	+13604606393 [REDACTED] - Delivered:12/21/2023 11:32:04 AM(UTC-8)	Thank you.
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 7/29/2022 8:34:49 AM(UTC-7)	Morning! Now Nova springs is saying they will wire funds Monday. Still waiting on insurance too.
+14259222889 [REDACTED]			I thought they had a rate lock expiring?
+14259222889 [REDACTED]			Is [REDACTED] following up on insurance. It usually take about 4 days?
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 7/29/2022 8:53:14 AM(UTC-7)	I think we are ok on the rate. [REDACTED] followed up on insurance again this morning.
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 7/29/2022 8:53:14 AM(UTC-7)	[REDACTED] said they just need to tell him the date to start.
+14259222889 [REDACTED]			Thanks
+14259222889 [REDACTED]			[REDACTED] mentioned that the Nova Springs loan had funded?
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 7/29/2022 12:37:34 PM(UTC-7)	No, they went out for signatures.
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 7/29/2022 12:37:34 PM(UTC-7)	We were thinking they would find today but then the Borrower had questions and said they won't be wiring funds until Monday.
+13604606393 [REDACTED]	+14259222889 [REDACTED] (owner)	+14259222889 [REDACTED] (owner) - Read: 8/2/2022 10:49:28 AM(UTC-7)	Looks like Nova Springs will fund today. Thanks!
+14259222889 [REDACTED]			Thanks [REDACTED].